

STATE OF INDIANA)
)
COUNTY OF PULASKI)

IN THE PULASKI CIRCUIT COURT

CAUSE NO. 66C01-0610-PL-00007

STATE OF INDIANA,)
)
 Plaintiff,)
)
)
 v.)
)
DENNIS PITCHER, and)
STELLA PITCHER,)
individually and doing business as)
THE CUSTOM TOUCH CABINETS,)
)
)
 Defendants.)

FILED

FEB 26 2007

Dusty Bruce
CLERK PULASKI CIRCUIT COURT

CONSENT JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendants, Dennis Pitcher and Stella Pitcher, individually and doing business as The Custom Touch Cabinets, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendants of any wrongdoing, nor shall it be construed as abandonment by the Attorney General of his position the Defendants violated Indiana's Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION, SCOPE OF JUDGMENT, AND ACKNOWLEDGMENTS

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's Complaint for Injunction, Restitution, Costs, and Civil Penalties, states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

3. At all times relevant to the Plaintiff's Complaint, the Defendants, Dennis Pitcher and Stella Pitcher, were individuals engaged in the sale of items to consumers via the Internet from their principal place of business in Pulaski County, located at 808 North Market Street, Winamac, Indiana, 46996.

RELIEF ORDERED

4. The Defendants are permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

- a. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should know it does not have;
- b. representing, expressly or by implication, that such consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and the Defendants know or should reasonably know the representation is false;

- c. representing, expressly or by implication, the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know they cannot; and
- d. representing, expressly or by implication, a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendants, if the Defendants do not intend to sell it.

5. Upon approval of this Consent Judgment by the Court, the Defendants shall cease from acting as suppliers of goods via the Internet and shall not engage and/or solicit any consumer transactions via the Internet for a period of five (5) years. Furthermore, during this five (5) year period, the Defendants shall not resume business as employees, individuals, owners, principals, or investors in any subsequent business or corporation primarily engaged in business as suppliers of goods via the Internet.

6. The Defendants shall cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives. This shall include, but is not limited to, the Defendants promptly resolving valid consumer complaints brought to the Defendants' attention by the Office of the Attorney General after the approval of this Consent Judgment by the Court.

CONTINUING JURISDICTION

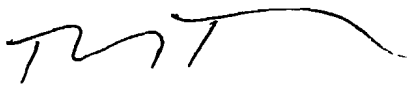
7. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent court obtaining jurisdiction over the Defendants based upon a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment and is deemed to be a proper venue for interpretation and

enforcement of this agreement. The Defendants waive any objection regarding a court's jurisdiction to punish for contempt and agrees to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 26 day of February, 2007.

STEVE CARTER
Indiana Attorney General
Attorney no. 4150-64


By:


Terry Tolliver
Deputy Attorney General
Attorney No. 22556-49

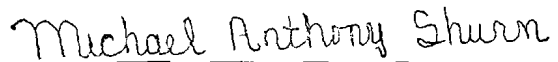
Approved:


DENNIS PITCHER


STELLA PITCHER


Kevin C. Tankersley
Counsel for the Defendants

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED
this 26 day of February, 2007.


Judge, Pulaski Circuit Court

Distribution:

Terry Tolliver
Office of the Attorney General
302 West Washington Street, IGCS 5th Floor
Indianapolis, IN 46204

Dennis and Stella Pitcher
808 North Market Street
Winamac, IN 46996

Courtesy Copy to:

Kevin C. Tankersley
115 W. Main St., P.O. Box 363
Winamac, IN 46996